defendant in the instant case had actual notice that somebody else had rights in the premises with which he could not interfere. He had actual notice that if he used the premises for any other purpose than that expressed in his lease he would be violating his covenant. What difference could it make to him who enforced the covenant against him? In the case of a building scheme, for example, *any* grantee may enforce an equitable restriction against any other grantee. *Bouvier* v. *Segardi* (N. Y., 1920), 183 N. Y. S. 814; *Simpson* v. *Mikkelsen,* 196 Ill. 575 (1902); *Allen* v. *Detroit,* 167 Mich. 464 (1911); *Korn* v. *Campbell,* 192 N. Y. 490 (1908). These authorities show conclusively that restrictions may be implied, and that a party does not have to know who may enforce the covenant against him. The situation in the principal case is closely analogous to the building scheme. The defendant must have suspected that the entire premises belonging to the landlord were being leased under certain restrictions. Indeed, that is usually the situation when such a restriction is put into the grantee's lease. It could make no difference to the defendant who could require him to live up to his agreement. He had actual notice of the limits of his rights in regard to the premises. Therefore, he has no right to complain that the plaintiff is compelling him to refrain from doing what he has already agreed not to do.

CRIMINAL LAW—MOTOR VEHICLE LAW WHICH MADE QUESTION OF UNREASONABLE SPEED ONE FOR THE JURY, NOT VOID FOR UNCERTAINTY.—The petitioner was charged with driving his automobile within the city of Pasadena at a rate of speed in violation of the motor vehicle law, which declared the operation of a motor car at an unreasonable speed a crime, and left the question of unreasonable for the jury. In an action questioning the validity of the statute, *held,* not invalid for indefiniteness. *Ex parte Daniels* (Cal., 1920), 192 Pac. 442.

In *Ex parte Jackson,* 45 Ark. 158, it was held that a statute making it a misdemeanor to commit any act injurious to public health or public morals was void for uncertainty. A statute making it a crime to charge or collect more than a reasonable rate of toll was also void. Laws which define crime ought to be so explicit that all men subject to their penalties may know what acts it is their duty to avoid. Before a man can be punished, his case must be plainly and unmistakably within the statute. *United States* v. *Brewer,* 139 U. S. 280. In *James* v. *Bowman,* 190 U. S. 144, the Supreme Court said: "It would certainly be dangerous if the legislature could set a net large enough to catch all possible offenders, and leave it to the courts to step inside and say who could be rightfully detained and who should be set at large." In *Hayes* v. *State,* 11 Ga. App. 379, the court held that a statute making penal the operation of an automobile at a rate of speed greater than is reasonable and proper was void on the ground that it furnished such a net as stated above. The Supreme Court of the United States invoked the "rule of reason" when it held that the Anti-Trust Act was not a denial of all restraint of trade, but only a denial of unreasonable restraint of trade. *Standard Oil Case,* 221 U. S. 1; *Tobacco Trust Case,* 221 U. S. 107.

The Ohio court pointed out that it would be impossible to set a rate of speed that would be suitable under all conditions, and invoked "the rule of reason" in holding valid a statute similar to the one in the principal case. *State* v. *Shaefer,* 117 N. E. 220. The Nebraska Court in *Schultz* v. *State,* 89 Neb. 34, upheld a similar statute. The Texas Court in *Solan & Billings* v. *Pasche,* 153 S. W. 672, said by way of *dictum* that a statute such as was upheld in the principal case was void for indefiniteness, but held that it was sufficiently definite as a remedial statute imposing a civil duty so as to render its violation negligence *per se.* A statute forbidding the driving of automobiles in access of a certain speed "in the business portion" of cities was not void for indefiniteness. *People* v. *Dow,* 155 Mich. 115. See also 18 MICH. L. REV. 810, and L. R. A. 1918 D, 132.

DEAD BODIES—PROPERTY IN A CORPSE.—The plaintiff's mother was interred in a burying ground which had been dedicated to that purpose by the original owner. Defendant, without the knowledge or consent of the plaintiff, acting through its employees, disinterred the body, and reinterred it at a place unknown to the plaintiff. A statute provides that wherever trespass will lie an action on the case may be maintained. *Held,* that trespass would lie for such disinterment, and that title and possession of the burial lot are not necessarily involved in the right sought to be protected. *England* v. *Central Pocahontas Coal Co.* (W. Va., 1920), 104 S. E. 46.

Although the reasoning of the court is not altogether clear, it would seem that it considers the corpse as the property of the plaintiff, for, in holding that trespass would lie, it states specifically that title and possession of the lot are immaterial. This case goes much further than the great majority of decisions on this subject, for in most of the decided cases the courts have refused to recognize the right of property in a corpse. In fact, the American courts have been almost unanimous in holding that the right in a corpse is in the nature of a "quasi property" right, and nothing more. See *Keyes* v. *Konkel,* 119 Mich. 550, and cases there cited. The general view seems to be that to entitle one to an action of trespass he must have actual or constructive possession of the soil where the body is interred. *Bessemer Land & Improvement Co.* v. *Jenkins,* 111 Ala. 135; *Meagher* v. *Driscoll,* 99 Mass. 281. In *Pettigrew* v. *Pettigrew,* 207 Pa. 313, however, the court holds distinctly that the widow of the deceased has a property right in the corpse, and the same view is taken in *Mines* v. *Canadian Pacific Ry. Co.,* 3 Alberta L. Rep. 408. In *Larson* v. *Chase,* 47 Minn. 307, an action for mutilation of the corpse, the court indicates clearly that it considers the corpse as the property of the next of kin. The principal case seems to uphold that proposition.

EASEMENTS—ORAL AGREEMENT TO RESTRICT—ENFORCEMENT.—The vendor of lots made an oral promise to the vendee that certain building restrictions in the latter's deed would be imposed upon the other lots in the area. In a suit to enjoin the conveyance of the other lots free from restrictions. *held,*